



Atty. Dkt. No. 038602-05681

#22138
5/28/03

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Peng Cho TANG et al.
Title: METHODS FOR TREATING
DISEASES AND DISORDERS
RELATED TO UNREGULATED
ANGIOGENESIS AND/OR
VASCULOGENESIS
Appl. No.: 09/333,703
Filing Date: 06/16/1999
Examiner: A. Spiegler
Art Unit: 1637

TECH CENTER 1600/2900

MAR 17 2003

RECEIVED

TERMINAL DISCLAIMER

Assistant Commissioner for Patents
Washington, D.C. 20231

Sir:

Your Petitioner, SUGEN, INC., having its principal place of business at 230 East Grand Avenue, South San Francisco, CA 94080-4811 (hereinafter represents that it is the owner of the entire right, title, and interest in and to U.S. Patent Application Serial No. 09/333,703, filed June 16, 1999, which is a continuation of U.S. Provisional Patent Application No. 60/089,521, filed June 16, 1998, by virtue of an Assignment filed and recorded on September 13, 1999, on Reel/Frame 010240/0509, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX A. Further, your Petitioner represents that it is the owner of U.S. Patent No. 5,792,783, which issued on U.S. Patent Application No.

03/13/2003 SSESHE1 00000044 09333703

03 FC:1814

110.00 OP

08/655,223, filed June 5, 1996, which is a continuation-in-part of U.S. Patent Application Serial No. 08/485,323, filed June 7, 1995, by virtue of an Assignment filed and recorded on August 7, 1996, on Reel/Frame 8089/0945, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX B.

Your Petitioner, SUGEN, INC., hereby disclaims the terminal part of the term of any patent granted on the above identified patent application which would extend beyond the full statutory term, as shortened by any terminal disclaimer, of U.S. Patent 5,792,783, and hereby agrees that any patent so granted on the above identified patent application shall be enforceable only for and during such period that the legal title to U.S. Patent 5,792,783 shall be the same as the legal title to any patent granted on the above identified patent application, this agreement to run with any patent granted on the above identified patent application and to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, Petitioner does not disclaim any terminal part of any patent granted on the above identified patent application, prior to the full statutory term of U.S. Patent 5,792,783 as defined in 35 U.S.C. §§154-156 and 173, in the event that U.S. Patent 5,792,783 expires for failure to pay a maintenance fee, is held unenforceable or is found invalid in a final judgment by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate or as a result of an interference proceeding, or is otherwise not deemed to provide the rights conveyed by 35 USC §154, prior to the full statutory term of U.S. Patent 5,792,783 as defined in 35 USC §§154-156 and 173, except for the separation of legal title stated above. Further, Petitioner does not disclaim any terminal part of a patent granted on the above identified patent application that would extend beyond the present termination of U.S.

Patent 5,792,783, in the event that such present term is extended by virtue of compliance with the conditions for term extension of any present or future patent term extension provisions of the patent law, including but not limited to 35 U.S.C. §§155, 155A or 156, and without waiving Petitioner's right to extend the term of a patent granted on the above identified patent application to the extent provided by law.

The undersigned, being the Attorney of Record for the above identified patent application, and duly authorized to act on behalf of Petitioner, certifies that she has reviewed the Assignments attached as APPENDICES A and B, and to the best of her knowledge and belief, legal title to the above identified patent application and U.S. Patent 5,792,783 rests with Petitioner, SUGEN, INC.. The undersigned declares that all statements made herein of their own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issuing therefrom.

Respectfully submitted,

Date March 10, 2003

FOLEY & LARDNER
Washington Harbour
3000 K Street, N.W., Suite 500
Washington, D.C. 20007-5143
Telephone: (202) 672-5475
Facsimile: (202) 672-5399

By Gwe-lin #46,785

fu Beth A. Burrous
Attorney for Applicant
Registration No. 35,087



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

NOVEMBER 30, 1999*

PTAS



101149759A

LYON & LYON LLP
RICHARD J. WARBURG
633 WEST FIFTH STREET,
SUITE 4700
LOS ANGELES, CA 90071-2066

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 09/13/1999

REEL/FRAME: 010240/0509
NUMBER OF PAGES: 7

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

TANG, PENG CHO

DOC DATE: 08/11/1999

ASSIGNOR:

SUN, LI

DOC DATE: 08/12/1999

ASSIGNOR:

SHAWVER, LAURA KAY

DOC DATE: 08/11/1999

ASSIGNOR:

HIRTH, KLAUS PETER

DOC DATE: 08/11/1999

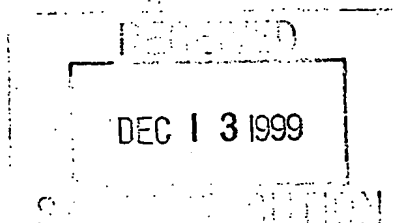
ASSIGNOR:

FONG, ANNIE

DOC DATE: 08/19/1999

ASSIGNEE:

SUGEN, INC.
230 EAST GRAND AVENUE
SO. SAN FRANCISCO, CALIFORNIA 94080



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U.S. PROSECUTION

010240/0509 PAGE 2

SERIAL NUMBER: 09333703
PATENT NUMBER:

FILING DATE: 06/16/1999
ISSUE DATE:

SHAREILL COLES, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

09-21-1999

Docket No. 243/245

To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Peng Cho Tang
Li Sun
Laura Kay Shawver
Klaus Peter Hirth
Annie Fong

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☒ AssignmentExecution Date: 11, 12 and 19 August 1999

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No(s). 09/333,703

B. Patent No(s):

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Richard J. Warburg

Internal Address: LYON & LYON LLP
633 West Fifth Street, Suite 4700
Los Angeles, CA 90071-2066

6. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41): \$ 40.00☒ Enclosed☒ Charge this Deposit Account if any additional fee is required8. Deposit Account Number: 12-2475

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Date: September 7, 1999

Charles S. Berkman, Reg No. 38,077

Total number of pages including cover sheet: 7

OMB No. 0651-0011 (exp. 4/94)

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Box Assignments

Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

ASSIGNMENT

For valuable consideration, we, PENG CHO TANG of Moraga, California and a citizen of USA; LI SUN of Foster City, California and a citizen of CHINA; LAURA KAY SHAWVER of San Francisco, California and a citizen of USA; KLAUS PETER HIRTH of San Francisco, California and a citizen of GERMANY; and ANNIE FONG of Sunnyvale, California and a citizen of USA (hereinafter referred to as "Assignors") hereby assign to SUGEN, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware and having its principal place of business at 230 East Grand Avenue, South San Francisco, California 94080, and its successors and assigns (collectively hereinafter called "the Assignee"), the entire right, title and interest throughout the world in the invention and improvements which are the subject of an application for United States Patent filed June 16, 1999, U.S. Serial No. 09/333,703 and related applications and patents, entitled METHODS FOR TREATING DISEASES AND DISORDERS RELATED TO UNREGULATED ANGIOGENESIS AND/OR VASCULOGENESIS, this assignment including said application, any and all United States and foreign patents granted for any of said inventions or improvements, including all divisions, continuations, reissues, continuations-in-part and extensions thereof, and the right to claim priority based on the filing date of said application and based on the filing date of any provisional application of which said application claims the benefit under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and we authorize the Assignee to apply in all countries in our names or in its own name for patents and like rights of exclusion and for inventor's certificates for said inventions and improvements; and we agree for ourselves and our heirs, legal representatives and assigns, without further compensation, upon request to perform such lawful acts, to promptly provide Assignee with all pertinent facts and documents relating to said invention or application as may be known and accessible to us, to testify in any interference or litigation related to said invention or application and to sign such further applications, assignments, Preliminary Statements and other lawful documents as the Assignee may reasonably request to effectuate fully this Assignment.

The Assignors hereby covenant that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Agreement.

WITNESS my hand at South San Francisco, California,
this 11 day of August, 1999.

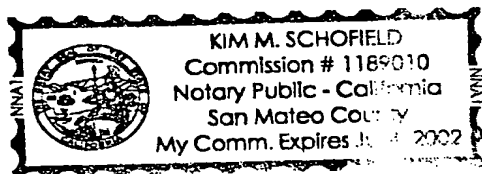

Peng Cho Tang

STATE OF California)
) ss
COUNTY OF San Mateo)

On 8/11/99 before me, Kim M. Schofield, Notary Public, personally appeared Peng Cho Tang


☒ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Kim M. Schofield
Notary Public in and for said County and State

WITNESS my hand at S. San Francisco, CA
this 12th day of August, 1999.

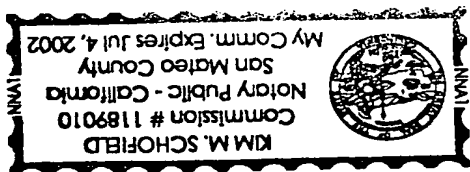

Li Sun

STATE OF California)
) ss
COUNTY OF San Mateo)

On 8/12/99 before me, Kim M. Schofield, Notary Public, personally appeared Li Sun

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Kim M. Schoof
Notary Public in and for said County and State

WITNESS my hand at S. San Francisco, CA
this 11th day of August, 1999.

Laura Kay Shawver
Laura Kay Shawver

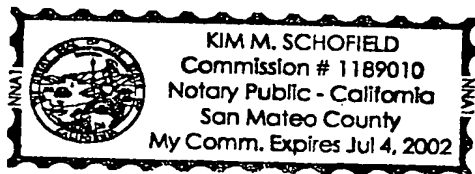
STATE OF California)
COUNTY OF San Mateo) ss

On 8/11/99 before me, Kim M. Schofield, Notary Public, personally appeared
Laura Kay Shawver

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kim M. Schofield
Notary Public in and for said County and State



WITNESS my hand at S. San Francisco, CA
this 11th day of August, 1999.

Klaus Peter Hirth

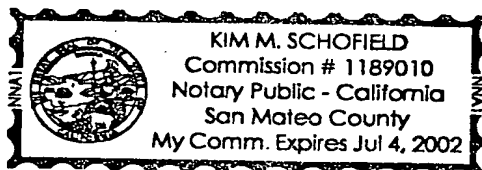
STATE OF California)
COUNTY OF San Mateo) ss

On 8/11/99 before me, Kim M. Schofield, Notary Public, personally appeared
Klaus Peter Hirth

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kim M. Schofield
Notary Public in and for said County and State



WITNESS my hand at 385 SHERMAN AVENUE, PALO ALTO, CA
this 19th day of August, 1999.

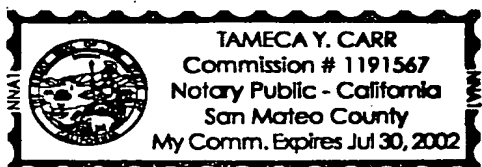
Annie Fong
Annie Fong

STATE OF California)
COUNTY OF Santa Clara) ss

On 8/19/99 before me, Tameca Y. Carr, personally appeared
Annie Fong

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Tameca Y. Carr
Notary Public in and for said County and State

7683-121



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

OCTOBER 29, 1996

PENNIE & EDMONDS
LAURA A. CORUZZI
1155 AVENUE OF THE AMERICAS
NEW YORK, NY 10036

RECEIVED TO *INSIGNA*
REC'D
NOV 06 1996
Pennie & Edmonds
O.K. for filing



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RECORDATION DATE: 08/07/1996

REEL/FRAME: 8089/0945
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
TANG, PENG CHO

DOC DATE: 06/13/1996

ASSIGNOR:
SUN, LI

DOC DATE: 06/13/1996

ASSIGNOR:
MCMAHON, GERALD

DOC DATE: 06/18/1996

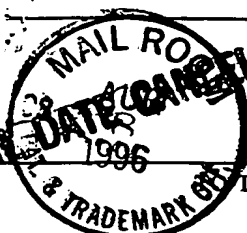
ASSIGNEE:
SUGEN, INC.
515 GALVESTON DRIVE
REDWOOD CITY, CALIFORNIA 94063

SERIAL NUMBER: 08655223
PATENT NUMBER:

FILING DATE: 06/05/1996
ISSUE DATE:

8089/0945 PAGE 2

MAYA BENNETT, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS



08-22-1996



100258683

Attorney Docket Number
7683-121-999

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Box Assignments
Washington, DC 20231

AND TRADEMARKS

MRD 8-7-96



Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

P ng Cho TANG, Li SUN and
MCMAHON

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: 06/13/96, 06/13/96,
06/18/96

2. Name and address of receiving party(ies):

Name: Sugen, Inc.

Address: 515 Galveston Drive

Redwood City, California 94063

Country (if other than USA):

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) 08/655,223

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

PENNIE & EDMONDS
1155 Avenue of the Americas
New York, NY 10036

6. Number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00
Please charge to the deposit account listed in Section 8.

8. Deposit account number:
16-1150

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura A. Coruzzi 30,742
Name of Person Signing Reg. No.

Signature

25,227

Date

8/7/96

Total number of pages including cover sheet:

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Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

Fee OK

JS06032 08/20/96 08655223 16-1150 080 581 40.00CH
EXPRESS MAIL CERTIFICATION

"Express Mail" label No. TB 668 685 440 US

Date of Deposit August 7, 1996

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

(Type or print name of person mailing paper or fee)

(Signature of person mailing paper or fee)

ASSIGNMENT

WHEREAS, WE, Peng Cho TANG, Li SUN, Gerald McMAHON, ASSIGNORS, citizens of United States, China and United States, residing at 827 Camino Real, Moraga, California 94556, 64 Rockharbor Lane, Foster City, California 94404, and 1800 Schultz Road, Kenwood, California 95452, are the inventors in 3-Heteroaryl-2-Indolinone Compounds for the Treatment of Disease for which we have executed an application for a Patent of the United States

___ which was executed on ___ even date herewith or _____

☒ which is identified by Pennie & Edmonds docket no. 7583-121-999

___ which was filed on, June 5, 1996, Serial No. Unassigned

and WHEREAS, SUGEN, Inc., ASSIGNEE is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals, and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, we hereunto set our hands and seals the day and year set opposite our respective signatures.

Date 6/13, 1996 PENG CHO TANG L.S.State of California)
) SS:
County of San Mateo)

On June 13, 1996 before me the undersigned, a Notary Public for the State of California, personally appeared PENG CHO TANG, personally to me known (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within the instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Barbara Frauman
Signature of Notary

Date 6/13, 1996 LI SUN L.S.State of California)
) SS:
County of San Mateo)

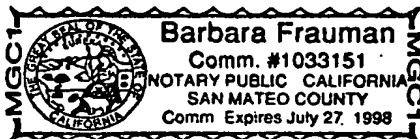
On June 13, 1996 before me the undersigned, a Notary Public for the State of California, personally appeared LI SUN, personally to me known (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within the instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Barbara Frauman
Signature of Notary

Date 6/18, 1996 GERALD McMAHON L.S.State of California)
) SS:
County of San Mateo)

On June 18, 1996 before me the undersigned, a Notary Public for the State of California, personally appeared GERALD McMAHON, personally to me known (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within the instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Barbara Frauman
Signature of Notary